

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RIOT GAMES, INC., a Delaware
corporation,

Plaintiff,

v.

T2M, INC., a Minnesota corporation;
T2M SPORTS, INC., a Massachusetts
corporation; and DOES 1-50,

Defendants.

Case No. 2:23-cv-03504-SB-MRW

**JUDGMENT AND PERMANENT
INJUNCTION**

JUDGMENT AND PERMANENT INJUNCTION

The Court having reviewed the Stipulation of the parties, and good cause appearing therefore:

IT IS HEREBY ORDERED that:

1. Final Judgment be entered in favor of Plaintiff Riot Games, Inc. (“Plaintiff” or “Riot Games”) and against Defendants T2M, Inc. (“T2M”) and T2M Sports, Inc. (“T2M Sports,” and together with T2M, “Defendants”) (collectively, the “Parties”) with prejudice.

2. T2M is hereby ordered to withdraw the three applications (serial nos. 97129377, 90780311, 90780248) (the “Applications”) it filed with the United States

1 Patent and Trademark Office seeking registration of the mark RIOT PWR for
2 “Peripherals adapted for use with computing devices, namely, video game controllers
3 for mobile computing devices” in class 28 in various forms.

4 3. T2M is hereby ordered to cancel EU Trademark Registration No.
5 018085305 for the mark ROTOR RIOT (Stylized):



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9 4. Defendants are ordered to withdraw any other applications currently
10 pending anywhere in the world to register any mark that includes the word RIOT and
11 cancel any other existing registrations they own anywhere in the world for any mark
12 that includes the word RIOT.

13 5. Defendants are further ordered to cease and desist using and/or
14 operating any domain Defendants own or control that contains the word RIOT,
15 including the domain www.riotpwr.com. Defendants are further ordered not to
16 transfer ownership of any such domains to any third party and to terminate ownership
17 of any such domains in the time specified in the Settlement Agreement.

18 6. Defendants are further ordered not to use, register, or seek to register, or
19 encourage any third party to use, register, or seek to register, any name, word mark,
20 design mark, domain name, or social media handle containing any mark registered
21 and owned by Riot Games as set forth in **Exhibit A**, Dkt. No. [15-1](#) at 6–9 of 9,
22 including for the mark RIOT and/or including the mark RIOT (collectively, the “RGI
23 Marks”) (or any term confusingly similar thereto) for any goods or services.

24 7. Except during the time period permitted under the Settlement
25 Agreement, Defendants and their agents, servants, employees, and all persons in
26 active concert and participation with them are hereby enjoined from:

- 27 a. Importing, manufacturing, distributing, advertising, selling
28 and/or offering for sale any unauthorized products, including the

1 T2M Controller, which use any of the RGI Marks or any term
2 confusingly similar thereto;

3 b. Importing, manufacturing, distributing, advertising, selling
4 and/or offering for sale in connection thereto any unauthorized
5 promotional materials, labels, packaging, or containers which use
6 any of the RGI Marks or any terms confusingly similar thereto;

7 c. Affixing, applying, annexing, or using in connection with any
8 unauthorized purpose the term RIOT, whether as a standalone
9 mark or as part of another mark, or any of the RGI Marks in
10 association with any goods or services, including without
11 limitation on signage, clothing, accessories, any other tangible
12 items, in domain names, on any website owned or operated by
13 Defendants, in emails, on social media, streaming platforms,
14 video sharing services, and in any advertising and marketing
15 materials;


16 d. Engaging in any conduct that tends falsely to represent that, or is
17 likely to confuse, mislead, or deceive purchasers, Defendants'
18 customers, and/or members of the public to believe the actions of
19 Defendants, the products sold by Defendants, or Defendants
20 themselves are connected with Riot Games, are sponsored,
21 approved, or licensed by Riot Games, or are affiliated with Riot
22 Games;

23 e. Affixing, applying, annexing, or using in connection with the
24 importation, manufacture, distribution, advertising, sale, and/or
25 offer for sale or other use of any goods or services, a false
26 description or representation, including words or other symbols,
27 tending to falsely describe or represent such goods as being those
28 of Riot Games.

1 8. Each Party shall bear its own costs, including attorneys' fees, in this
2 matter up to this point. However, if either Party seeks to enforce the terms of this
3 Judgment and Permanent Injunction in the future, the reasonable attorney's fees and
4 costs incurred in said enforcement shall be borne by the non-prevailing party.

5 **IT IS SO ORDERED.**

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7 Dated: June 30, 2023

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9 Stanley Blumenfeld, Jr,
10 United States District Judge
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